



THE STATE OF UTAH
OFFICE OF STATE ENGINEER
SALT LAKE CITY

ED. H. WATSON
STATE ENGINEER

June 9, 1948

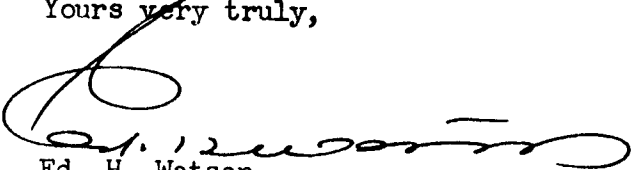
Mr. Edward W. Clyde
Special Asst. Attorney General
B u i l d i n g

Dear Mr. Clyde:

The enclosed agreement was presented by Mr. Ray Dillman and Horace Allred of Roosevelt. These gentlemen desire to have an adjudication of the water rights on Lake Fork. They presented this stipulation as evidence of what has been accomplished in the past. I am informed that the rights involved in the contract comprise about 95% of the water rights on Lake Fork. Other rights are miscellaneous.

Will you kindly look the contract over and arrange for a consultation.

Yours very truly,


Ed. H. Watson
STATE ENGINEER

EHW/eca
Enc.

MICROFILMED

- A G R E E M E N T -

THIS AGREEMENT made and entered into this 18th day of February, 1935, by and between the Dry Gulch Irrigation Company, party of the first part, Lake Fork Irrigation Company, party of the second Part, Farmer's Irrigation Company, party of the third part, Farnsworth Canal & Reservoir Company, party of the fifth part, South Boneta Irrigation Company, party of the sixth part, Uteland Ditch Company, party of the seventh part, T. N. Dodd Irrigation Company, party of the eighth part, and Monarch Canal & Reservoir Company, party of the ninth part, all of said parties being corporations organized and existing under and by virtue of the laws of the State of Utah.

W I T N E S S E T H:

THAT WHEREAS, the parties hereto, except the eighth and ninth parties, are severally owners of water rights in the Lake Fork River System in Duchesne and Uintah Counties, State of Utah, and said eighth and ninth parties are owners of water rights in the Uintah River System in said counties, the water rights of all of said parties having been acquired by appropriation through the office of the State Engineer of the State of Utah and being described in and more fully set forth in the filings hereinafter referred to, said rights consisting of both direct flow rights and storage rights, as hereinafter described, and each party is the owner of diversion works, canals, laterals and distributing systems used for the purpose of distributing said waters to the lands of its stockholders, and some of said parties are the owners of storage rights and reservoir sites as hereinafter more fully set forth, and

WHEREAS, said water rights are of different priorities and in some instances the period of use differs, but that each and all are subsequent in time and right to the rights known as the Indian rights and held in the name of the Uintah Irrigation Project as the same appear and are declared in the decrees of the Federal Court (District of Utah), Equity Docket Nos. 4418 and 4427, and

WHEREAS, said water rights of the parties hereto are represented by approximately 54 applications in the said office of the State Engineer and are so interrelated and the period of use upon said filings so differs in time and extent, and the priorities represented thereby are such, that accurate distribution thereunder is practically impossible, and it is desirable, in order to

prevent unnecessary waste and to avoid litigation and to secure the greatest use of the water by equalizing and making uniform the flow and distribution so far as possible, that the parties hereto by contract, each with the other, enter into an arrangement for the removal of said difficulties and the accomplishment of said purposes, and

WHEREAS, it is proposed that said storage rights, reservoirs and reservoir sites, with all rights appertaining thereto, and the exchange rights hereinafter referred to, be assembled under one ownership for the purpose of perfecting said rights, constructing a storage project, and taking such steps as may be necessary or desirable in order to secure the conservation of said waters and the equitable distribution of the same to the parties hereto and others who become stockholders in the Water User's Association hereinafter described, and

WHEREAS, in order to accomplish said purpose a corporation has been formed under the laws of the State of Utah, known as MOON LAKE WATER USERS' ASSOCIATION, to which said corporation all of said storage rights, reservoirs, reservoir sites, and all rights appertaining thereto, together with the exchange rights hereinafter referred to, will be assigned and transferred, and which corporation will thereupon construct the necessary storage reservoirs, diversion works, canals, laterals and such other structures as may be necessary in order to preserve said rights, impound said waters, and make same available for the stockholders thereof. It is also proposed that said Association shall acquire by purchase, appropriation, exchange or otherwise, rights to the use of water from Duchesne River, and that it shall enter into contract with Uintah Irrigation Project for the exchange of the waters so acquired for waters now used by said project from said Lake Fork River, and that said Association shall construct such canals and diversion works as may be necessary to make such exchanges effective; also, that said Association shall make such other appropriations or exchanges as may be desirable and as will be calculated to increase and improve the water rights of the parties hereto, and

WHEREAS, under the decrees of the Federal Court hereinbefore referred to, and orders supplemental thereto, a Committee has been set up known as the "Duty of Water Committee," which said Committee is empowered under said orders, and by consent of the parties hereto, to work out a schedule fixing a duty of

water regulation and to provide by this contract for perpetuation of said plan, and

WHEREAS, it is the desire of the parties hereto that an adjudication of all of the water rights of said river system be had as soon as the same can be reasonably accomplished, and for the purpose of facilitating said adjudication said parties desire by this agreement, do establish their respective rights as a basis for such decree so as to have the introduction of evidence and the expense of litigation, and so as, so far as possible between themselves, to secure a decree by stipulation.

Now, THEREFORE, in consideration of the premises and of the individual benefits to be derived by each of the parties hereto, IT IS HEREBY AGREED, and each of the parties hereto agrees with each and all of the other parties as follows:

1. That the rights of the parties hereto owning rights in the Lake Fork River System, are evidenced by their respective applications and certificates in the office of the State Engineer of the State of Utah and are as follows:

(A) - DIRECT FLOW RIGHTS.

Dry Gulch Irrigation Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
416	Apr. 1 to Oct. 31	5880	2059
416A	Apr. 1 to Oct. 31	2660.78	2060
416A-1	Apr. 1 to Oct. 31	1920.18	2061
416B	Apr. 1 to Oct. 31	9587.38	2045
438	Apr. 1 to Oct. 31	12523.71	2069
438A	Apr. 1 to Oct. 31	11656.93	2070
726	Apr. 1 to Oct. 31	2520	#

Lake Fork Irrigation Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
416E-1	Apr. 1 to Sept. 30	1008.51	2071
416C	Apr. 1 to Nov. 1	117.7	1669
460A	Apr. 1 to Sept. 30	613.26	1850
4203	Apr. 1 to Oct. 31	1062.17	1749

Farmer's Irrigation Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
1711E	Apr. 1 to Dec. 1	261.28	1747
1759	Apr. 1 to Oct. 31	2050.6	1422
2091	Apr. 1 to Nov. 1	633.7	1411
2883	Apr. 15 to Oct. 15	205.95	1746
3369	Apr. 1 to Oct. 31	2860.91	1745

Note: # Proof not submitted.

Farnsworth Canal & Reservoir Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
1931	Apr. 15 to Oct. 15	7825	1464
2609	May 1 to Oct. 15	2080	#
4781	Jan 1 to Dec. 31	2840	#

Lake Fork Western Irrigation Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
498	Apr. 1 to Oct. 31	160	389
1226	Apr. 1 to Oct. 31	2151	880

South Boneta Irrigation Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
3575	Apr. 1 to Oct. 31	616.73	1499

Uteland Ditch Company:

<u>File No.</u>	<u>Period of Use</u>	<u>Quantity</u>	<u>Proof Acreage</u>	<u>Cert. No.</u>
883A	Mar. 15 to Nov. 15		44.4	460
254E	Apr. 15 to Oct. 15		499.9	836
823	Mar. 15 to Nov. 15		80	425
1887	Mar. 1 to Nov. 1		102	488
10124	May 15 to Sept. 15		37.49	2050
2040	Apr. 1 to Nov. 15		129	999
3466	Mar. 1 to Oct. 31		368	1584
3800A	Apr. 1 to Dec. 1		58	949
2797	Apr. 15 to Oct. 15		40	540
7130			10	

(b) - STORAGE RIGHTS AND EXCHANGE RIGHTS.

That the storage rights of the parties hereto are as follows:

Dry Gulch Irrigation Company:

<u>File No.</u>	<u>Period of Storage</u>	<u>Quantity</u>	<u>Cert. No.</u>
3652	11/1 to 7/1	14,000	##
4684	11/1 to 5/31	730	2010
7104	10/1 to 7/1	25,000	##

Farnsworth Canal & Reservoir Company:

<u>File No.</u>	<u>Period of Storage</u>	<u>Quantity</u>	<u>Cert. No.</u>
6353	5/1 to 7/1	1000	#
6355	5/1 to 7/1	2000	#
6356	5/1 to 7/1	1500	#
6901	1/1 to 7/1	1700	#
8386	4/1 to 7/1	650	##
8386A	4/1 to 7/1	1350	##
8532	10/1 to 7/1	2500	##

Note: #Proof submitted, fee unpaid.

Note: ## No proof submitted.

Farmer's Irrigation Company:

<u>File No.</u>	<u>Period of Storage</u>	<u>Quantity</u>	<u>Certn. No.</u>
7644	10/16 to 4/15	334	1863
7645	10/15 to 4/15	115	1864
8298	10/1 to 7/1	400	###
8299	10/1 to 7/1	250	###
8300	10/1 to 7/1	500	###
8315	10/1 to 7/1	200	###
9628	10/31 to 6/15	104	1865
9796	11/1 to 6/31	30	1866
11402	10/15 to 5/15	300	###
9799	1/1 to 12/31	640	###

Note: ##Proof submitted, fee unpaid.

Note: ###Proof not submitted.

In addition to the aforesaid storage rights, it is agreed that Class B rights shall include such exchange rights as shall be hereafter acquired by said Association.

2. That in addition to the above enumerated storage rights and filings, it is agreed that other applications will be filed in the office of the State Engineer by some of the parties hereto, or by said Moon Lake Water Users' Association, or some person in behalf of said Association, for other and additional storage rights and exchange rights shall be obtained for such Association.

3. That all of the storage rights enumerated in paragraph one (b) thereof, together with all such further or additional storage and exchange rights as may hereafter be obtained, and all reservoir sites for the storage and conservation of any of said waters shall be transferred and assigned to said Moon Lake Water Users' Association.

4. That in consideration of the transfers of the storage water filings and rights and of the reservoir sites owned by the Dry Gulch Irrigation Company to said Moon Lake Water Users' Association, said Association shall pay to said Dry Gulch Irrigation Company the sum of \$24,000.00, said sum to be paid out of assessments to be levied upon the outstanding stock of said Association, and shall be paid in five equal annual installments, the first of said installments to be paid on the 1st day of December of the second year following the completion of the Moon Lake Impounding Dam. Said installments shall bear interest at the rate of six per cent per annum from date of maturity until paid.

That in consideration of the sale, transfer and assignment of the storage rights and reservoir sites owned by Farnsworth Canal & Reservoir Company to said

Moon Lake Water Users' Association, the said Association shall assume and pay indebtedness now owing by said Farnsworth Canal & Reservoir Company to Zion's Savings Bank & Trust Company in the sum of \$31,000.00 with interest from November 1st, 1934 until paid, said sum to be paid out of assessments to be levied by said Association upon its outstanding capital stock, provided, however, that said Farnsworth Canal & Reservoir Company shall repay to said Association, and said Farnsworth Canal & Reservoir Company hereby agrees, in consideration of the assumption of said indebtedness by said Association, to repay to said Association the sum of \$13,333.33, said sum to be payable in 40 equal annual installments of \$333.33 each, the first of said installments to be paid on the 1st day of December of the second year following the completion of the Moon Lake impounding dam and one installment to be paid on the 1st day of each December thereafter until all of said installments are paid. Said installments, if not paid when due, shall bear interest at the rate of 6% per annum from maturity until paid.

5. It is further agreed that for the purpose of equalizing and facilitating the distribution of said direct flow waters, and to most advantageously conserve the same so that said waters may be applied to the greatest beneficial use, the parties hereto agree to and consent to, the equalized distribution of the waters represented by their said above described direct flow filings and rights. That to arrive at a basis for said equalization and distribution, the following schedule has been worked out based upon tabulations showing the actual quantity of water delivered to each party hereto during the years 1932 and 1933, and, in order to secure for each party hereto the same quantity of water per acre each year hereafter as the other parties receive per acre, the acreages have been reduced as set forth on said schedule so as to entitle each acre in said reduced acreage to the same quantity of water as every other acre in said acreage, as reduced, is to receive, said schedules showing also the percentage of the available flow each party is to receive. The parties hereto hereby accept said schedule and agree that the water they are respectively entitled to receive under said Class A rights as said rights are herein defined, from the respective filings as set forth in sub-paragraph (a) of paragraph one hereof, is as set forth in said schedule which is as follows:

SCHEDULE A.

<u>Participant</u>	<u>Proof Acreage</u>	<u>Participating P Acreage</u>	<u>Distribution Per Cent.</u>
Dry Gulch Irr. Co.	24181	24181	53.32
Lake Fork Irr. Co.	2440	2137	4.71
Farmer's Irr. Co.	6013	5111	11.27
Farnsworth C. & R. Co.	11600	10700	23.60
Lake Fork Western Co.	2309	1732	3.82
South Boneta Irr. Co.	617	463	1.02
Uteland Ditch Co.	1368	1026	2.26
			100.00%

Provided, however, that inasmuch as Farnsworth Canal & Reservoir Company has not yet made final proof of beneficial use on its filings in the office of the State Engineer, numbered 2609 and 4781 respectively, -- which said filings are, however, in good standing, -- the said Farnsworth Canal & Reservoir Company shall have three years from the date hereof within which to submit proof of beneficial use under said filings, if the total delivery of water for any two years out of said three year period, the said Farnsworth Canal & Reservoir Company shall receive a total delivery of water amounting to 21,400 acre feet per year from all sources, but if it does not receive said amount of water per year for two years within said three year period, then it is to be allowed five years within which to make such final proof in the office of the State Engineer, and if the total acreage upon which proof has been made by said Farnsworth Canal & Reservoir Company at such time does not equal 10,700 acres (participating acreage, as set forth in the above schedule) from all of its direct flow filings, including the two filings above referred to, then the total right and participating basis as set forth in the above schedule shall be recomputed and reduced, and the right, interest, delivery and demands of said company shall thereafter be recognized and established on the basis and ratio of its then proof acreage. Likewise a recomputation of its Class C right shall be made, and such Class C right shall equal the difference between its Class A participating acreage and its total proof acreage. Provided, further, that such recomputation and readjustment shall not affect the other provisions of this contract, and that from the time of such recomputation the rights as then established shall continue and exist on such newly established basis.

It is further agreed that consent herein given to equalize distribution is not to be construed, and shall not be construed, to be a waiver of, or abandonment of, any rights, benefits or privileges owned by any party hereto, except

to the extent and for the purposes herein agreed upon.

6. That when waters are available after distribution of the full amount under the participating acreage schedule set forth in paragraph 5 hereof and designated herein as Class A rights, and after the storage and exchange demands and rights as herein set forth and designated herein as Class B rights (including rights to be acquired in the future as herein provided) are supplied, then each party may draw for its lands from any excess waters available from direct flow upon the following basis:

SCHEDULE B. (Class C Rights)

<u>Participant</u>	<u>Proof Acreage</u>	<u>Participating Acreage</u>	<u>Distribution Per Cent</u>
Dry Gulch Irr. Co.	24181		
Lake Fork Irr. Co.	2440	303	9.53
Farmer's Irr. Co.	6013	902	28.38
Farnsworth C. & R. Co.	11600	900 (Estimated	28.32
Lake Fork Western Co.	2309	577	18.16
South Boneta Irr. Co.	617	154	4.85
Uteland Ditch Company	<u>1368</u>	<u>342</u>	<u>10.76</u>
	48,528	3178	100.00%

It is understood and agreed, however, that the right herein recognized to divert and use water as provided in said Schedule B (Class C Rights) shall not be exercised so as to interfere with any water available for storage, and for which storage capacity exists, nor shall it be construed so as to require the release of any stored water, the right to carry over in the storage facilities from year to year any water available for storage being hereby expressly recognized and agreed to.

7. Nothing in this agreement contained shall be construed to require the delivery of water by any party hereto upon any particular acreage, but when delivery is made to any company said company may distribute its waters to its stockholders in accordance with their respective rights.

8. It is further agreed, and each party hereto expressly consents, that the rights to the use of waters shall exist and be recognized, established and declared as between the parties hereto as follows:

CLASS A RIGHTS

Class A rights shall be those described under Schedule A set forth in paragraph 5 hereof.

CLASS B RIGHTS

Class B rights shall be storage and exchange rights as described herein.

CLASS C RIGHTS

Class C rights shall be the rights as shown in the schedule set forth in paragraph 6 hereof.

9. It is understood that by order of the Federal Court in the equity cases heretofore referred to a "Duty of Water Committee" has been established to adopt a schedule for the delivery of water during each irrigation season and to determine the quantity of water per acre that shall be delivered during specified periods, and it is agreed that such a Committee shall be continued and that schedules adopted by it shall be controlling in the distribution of direct flow water described herein.

10. That there has been organized a corporation known as Moon Lake Water Users' Association for the purpose of acquiring and distributing waters to its stockholders who will largely be the parties hereto, and who will subscribe for shares of stock in such Association to secure a supply of water to supplement their direct flow rights. The Association shall become the owner of all storage rights as contemplated by paragraph three hereof, and, in addition thereto, will acquire rights to waters from the Duchesne River, and will convey said waters through a canal to be constructed by it to lands in the Red Cap District or elsewhere now irrigated by waters from the Lake Fork River in exchange for said last mentioned waters.

It is further understood and agreed that the Dry Gulch Irrigation Company has, in addition to subscribing for stock in the Association to irrigate lands now being irrigated from the Lake Fork River, subscribed for stock to irrigate some lands lying under the Uintah River System; also that others owning lands under the Uintah River system have likewise subscribed for stock in the Association for the irrigation of some of their lands; that said corporations and individuals, so subscribing for stock for the irrigation of lands under the Uintah River System, will pay to the Association, for the use and benefit of all of the other stockholders in the Association, the sum of \$30,000.00, said sum to be paid by them proportionately according to the number of shares of stock subscribed for by them for the irrigation of lands under said Uintah River System, and to be paid in forty equal annual installments of \$750.00 each, the first installment to be paid on December 1st of the second year

following the completion of the Yellowstone Exchange Canal, and one installment to be paid on the 1st day of each December thereafter until all of said installments are paid. Any installment not paid when due shall bear interest at the rate of six per cent per annum from maturity until paid. All sums so paid to the Association shall be credited by it to the parties of the first, second, third, fourth, fifth, sixth and seventh parts hereto proportionately according to the number of shares of stock subscribed for by each, for the irrigation of lands under the Lake Fork River.

Water for which stock is subscribed for irrigation of lands under the Uintah River System shall be conveyed through a canal to be provided by the Association from the Yellowstone branch of the Lake Fork River to a point hereafter described. Water for delivery to such Uintah side shall be made available from storage and/or through exchange rights, which exchanges the Association shall cause to be made.

Under the present plan for the construction of said Yellowstone Exchange Canal, the water from the West Fork of the Lake Fork River will not be available for irrigation of the lands to be served from said Yellowstone Exchange Canal. Therefore, it is agreed that if a sufficient quantity of water is not available from Yellowstone Branch of Lake Fork River, or from the exchanges contemplated hereunder, to supply the stockholders under said Yellowstone Exchange Canal with a quantity of water under their Class B rights equal to that delivered to other stockholders under other portions of the system under Class B Rights, and at the same seasons of the year water is delivered to such other stockholders under said Class B Rights, then the Association will provide such additional construction or development as will reasonably supply such water.

It is further agreed that if the Department of the Interior does not include in and construct the Yellowstone Exchange Canal as one of the units under the project, and it does construct the Moon Lake impounding unit, then the Association agrees to construct said Yellowstone Exchange Canal Unit within six months from the time official notice is given by the Department of the Interior of the completion of the said Moon Lake Unit; and, should the impounding unit and the Yellowstone Exchange Canal be constructed by the Department of the Interior as a part of the project and the Duchesne River Exchange Unit be not constructed by it as a part of the project, then the Association will

will itself construct the said Duchesne River Exchange Unit within six months, or such reasonable time as may be necessary, after official notice has been received that the Moon Lake impounding unit has been completed.

Should any expense be incurred, either for material or labor, in the construction of said Duchesne River Exchange Unit that is not borne by the Department of the Interior, or other governmental agencies, it is understood and agreed that such expense shall be borne by the Association from its general fund; and it is further understood and agreed that any and all expense, either of construction, operation or maintenance of said Duchesne River Exchange Unit, which becomes a demand upon the Association, shall be the obligation of the Association and shall be paid by it out of its treasury as a general expense of the system as a whole.

It is further understood and agreed that said Yellowstone Exchange Canal shall be constructed from the Yellowstone branch of the Lake Fork River to the East branch of the Dry Gulch Creek, and that said canal shall commence at a point on the left or East bank of the Yellowstone branch of the Lake Fork River in or near the West half of Section 21, Township 1 North, Range 4 West of the Uintah Special Meridian, and that said canal shall end, as far as the obligation of the Association is concerned, in the West branch of Cottonwood Creek in or near the West half of Section 32, Township 1 North, Range 2 West of the Uintah Special Meridian; and it is understood and agreed that all expenses of operation and maintenance of said canal to said Cottonwood Creek shall be borne by the Association, as a general expense of the Association as a whole.

Stock in the Association will represent as nearly as possible one acre-foot of water for each share. The Association shall make all necessary amendments to its filings, to change the place of use and/or points of diversion, and shall submit a proof of beneficial use, and do all other acts and things necessary to equalize the delivery of water among its stockholders as their interests may exist in the Association.

11. In this agreement it is contemplated that some of the parties hereto are to make payments for the use and benefit of one or more of the other parties hereto in order to adjust rights, provide for payment of demands due to such other party or parties, and carry into effect the purposes and provisions hereof. It is therefore agreed that the Association in addition to

to levying the general assessments against the stock of the Association shall levy an additional assessment against each or any company, party hereto, as may be necessary to make payment of such obligation as is to be paid by any such company, party hereto, for the use and benefit of any other party or parties as herein set forth. If any such assessment is not paid, in addition to the rights of sale of stock for non-payment of assessment, the Association is hereby authorized to withhold, until such sum due is paid, the delivery of any Class B water to which such party is otherwise entitled. Any amount so collected by the Association shall be paid or credited to the party entitled to receive the same.

12. If, in making the exchanges necessary to secure water to supply the lands under the Duchesne River Exchange Unit, a sufficient quantity of water is not secured from the Duchesne River in any year, or any portion of any year, to meet the exchange requirements, it is agreed that the deficiency shall be made up from direct flow of the Lake Fork River.

13. It is understood and agreed that the rights of all of the parties hereto, as herein set forth, are made subject to all of the obligations of this contract, and should any party hereto hereafter sell or transfer, or otherwise dispose of any portion of its direct flow rights as herein listed, such sale or transfer shall be made subject to the terms of this contract, and the purchaser or transferee shall take such rights subject to the obligations of this contract, and no such sale or transfer shall affect the plan or manner of distribution herein provided.

14. If at any time hereafter the Federal Court decrees hereinbefore referred to shall be modified, such modification shall not be considered as grounds for invalidating this agreement, but the agreement shall continue in full force and effect with only such modifications as may be required to meet the said decrees as changed.

15. It is hereby agreed that as soon as reasonably practicable hereafter a suitable action will be commenced in the court of proper jurisdiction to determine, define and adjudicate by decree the waters of the Lake Fork River System. That in such adjudication the rights, priorities and distribution of waters represented by the filings of the parties hereto shall be decreed so far as possible as herein set forth. That to accomplish such result, stipulations of facts shall be made and entered in such action in accordance with

this agreement so as to minimize the time and expense ordinarily incident to the adjudication of the water rights of a river system.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their respective corporate names by their respective Presidents and Secretaries, thereunto duly authorized by resolutions of their Respective Board of Directors.

DRY GULCH IRRIGATION COMPANY,

By /s/ H. L. Allred, Pres.

/s/ Louie Galloway, Sec.
Party of the First Part.

LAKE FORK IRRIGATION COMPANY,

By /s/ G. E. Howells, Pres.

/s/ Oscar Nelson, Sec.
Party of the Second Part.

FARMER'S IRRIGATION COMPANY,

By /s/ Lyman Burdick, Pres.

/s/ John K. Therning, Sec.
Party of the Third Part.

FARNSWORTH CANAL & RESERVOIR COMPANY,

By /s/ Irving Snow, Pres.

/s/ Austine G. Burton, Sec.
Party of the Fourth Part

LAKE FORK WESTERN IRRIGATION COMPANY,

By, A. B. Madsen, Pres.

/s/ Thos. D. Merriwether, Sec.
Party of the Fifth Part.

SOUTH BOMETA IRRIGATION COMPANY,

By /s/ Wm N. Brotherson, Pres.

/s/ Lavon Oman, Sec.
Party of the Sixth Part.

UTELAND DITCH COMPANY,

By /s/ Gus Solmonson, Pres.

/s/ L. J. Gilbert, Sec.
Party of the Seventh Part.

T. N. DODD IRRIGATION COMPANY,

By /s/ W. K. Dye, Pres.

/s/ Wm H. Crozier, Sec.
Party of the Eighth Part

MONARCH CANAL & RESERVOIR COMPANY,

By /s/ J. C. Crow, Pres.

/s/ C. A. Brown, Sec.
Party of the Ninth Part.